

ECS File: JPA-88-97

Project No.: M-838-0(1)P

TRACS NO.: 8380 NA WIN SS220 01C

Project: North Rd.

Section: North Park Rd. - Sunset Rd.

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF WINSLOW

THIS AGREEMENT is entered into January 12, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the State) and the CITY OF WINSLOW, acting by and through its CITY COUNCIL (Local Agency).

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Local Agency is empowered by Arizona Revised Statutes Section 11-951, et seq., and provisions in the City Charter Article 1, Sec 3 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of Local Agency.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.

4. Such project within the boundary of Local Agency has been selected by Local Agency; the field survey of the project has been completed; and the plans, estimates and specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. <u>13607</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>1-23-89</u>
<u>Jim Shumway</u> Secretary of State
By <u>B. Vermillion</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of Local Agency by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. Local Agency, in order to obtain federal funds for the construction of the project, is willing to provide the State with Local Agency funds to match federal funds in the ratio required or as finally fixed and determined by FHWA.

7. The work embraced in this agreement and the estimated cost are as follows: ROADWAY RECONSTRUCTION

Estimated Cost	\$318,854.00
Federal Funds @ 92.48 %	\$294,876.00
City of Winslow Funds	\$ 30,355.00*

* This includes a 2% surcharge on the total cost as per Chief Deputy State Engineer memo of February 2, 1982.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved for construction.

a. If such project is approved for construction by FHWA and the funds are available for construction of the project, the State with the aid and consent of FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of FHWA and the Local Agency, award the contract, enter into a contract with a firm to whom the award is made for the construction of the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

c. Should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of Local Agency's deposit unless and until so authorized in writing by the Local Agency.

2. Prior to the solicitation of bids, the Local Agency shall deposit funds with the State in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the construction contract, the State shall return to the Local Agency any part of the funds deposited by Local Agency remaining after Local Agency's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The Local Agency shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

4. The Local Agency shall remove from the proposed right-of-way all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the roadway, and hereby certifies that all obstructions and encroachments have been removed therefrom, prior to the start of construction.

5. The Local Agency shall not permit or allow any encroachments, except those authorized by permit, upon, or private use of, the right of way. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use; failing in which the State shall have the right to proceed with the removal or prevention thereof, the cost of such removal or prevention to be borne by the Local Agency.

6. Upon completion of construction, the Local Agency shall provide for, at its own cost and as an annual item in its budget, proper maintenance, including, but not limited to, traffic signals, signs, islands, curbs and markings necessary for the purpose of regulating, warning and guiding traffic.

7. The Local Agency shall mark and sign school crossings and railway-highway grade crossings in accordance with the requirements of the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.

8. By such regulation as it may by ordinance provide, the Local Agency shall regulate parking and not permit vehicles to be left on the street in any manner other than at and parallel with the curb and to restrict parking so as to prevent conflicts with moving traffic at intersections and at such other locations as necessary.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. Local Agency assumes full responsibility for the design, plans and specifications, the engineering in connection therewith, and the construction of the improvements contemplated, cost overruns and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of Local Agency and that Local Agency hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, Local Agency, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and Local Agency, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this agreement. Therefore, Local Agency agrees to furnish and provide State with Local Agency funds in an amount equal to the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work herein embraced; provided, however, that any provisions in this agreement for maintenance shall be perpetual.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled by the Governor in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultant Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

9. Attached hereto and incorporated herein by reference is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WINSLOW

STATE OF ARIZONA
Department of Transportation

By

Bill Elzy

Title Mayor

By

T. A. Bryant, II.


THOMAS A. BRYANT, II
State Engineer

0562(3)

R E S O L U T I O N

Be it resolved on this, the 13th day of December, 1988, that I, CHARLES L. MILLER, as Director, Arizona Department of Transportation, have determined that pursuant to A. R. S. 28-108, it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through its Highways Division, enter into an Intergovernmental Agreement with the City of Winslow for Project No. M-838-0(1)P, TRACS NO. 8380 NA WIN SS220 01C, North Rd., North Park Rd. - Sunset Rd.

Work entails the reconstruction of North Rd. to modern urban highway standards.



CHARLES L. MILLER, Director
Arizona Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

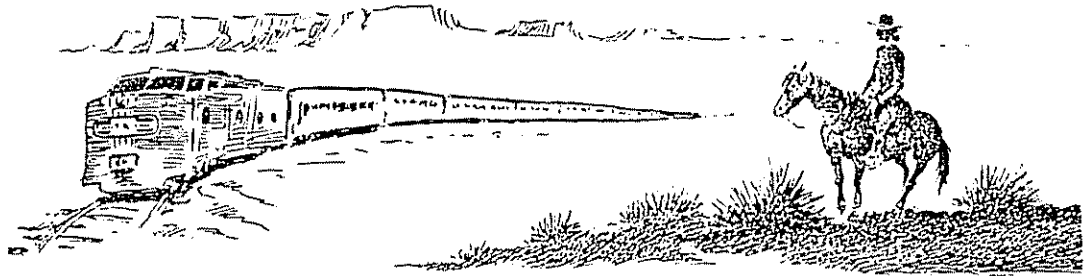
A. G. Contract No. KR 89-0062-TRD, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of January, 1989.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division



RECEIVED
JAN 10 1989

EXECUTIVE OFFICES
21 Williamson, City Hall
Winslow, AZ 86047
(602) 289-2422

December 20, 1988

Urban Highway
Section

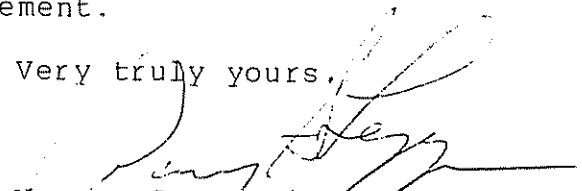
City of Winslow
21 Williamson Avenue
Winslow, Arizona 86047

Re: Intergovernmental Agreement Between the State
of Arizona and the City of Winslow
Project No. M-838-0(1)P
8380 NA WIN SS220 01C
North Rd.
North Park Rd. - Sunset Rd.

Gentlemen:

Please be advised that I have reviewed the above referenced document and have determined that it is in proper form and that the City of Winslow is authorized, pursuant to Arizona law, to enter into said agreement.

Very truly yours,


Warner G. Leppin
Winslow City Attorney

WGL:td

CITY COUNCIL ACTION REPORT



DATE: DECEMBER 8, 1988

TO: HONORABLE MAYOR AND CITY COUNCIL
R. W. BARRIS

FROM: ACTING PUBLIC WORKS DIRECTOR

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH
ARIZONA DEPARTMENT OF TRANSPORTATION FOR
CONSTRUCTION OF NORTH ROAD PROJECT

AGENDA DATE

DECEMBER 13, 1988

DEPARTMENT

PUBLIC WORKS

FACT:

The North Road Project is in the final stages prior to bidding early in 1989. The City must sign an intergovernmental agreement with the Arizona Department of Transportation regarding the construction of the project.

The agreement has been approved by the Arizona Attorney General's office and by the City Attorney.

RECOMMENDATION:

The City Council authorize the Mayor to sign the Intergovernmental Agreement with the Arizona Department of Transportation for the construction of the North Road Project.

FINANCING:

Funds are available to implement this agreement in Account #07-895-241.

Council Action Taken:

Date:

12/13/88

Resolution No. _____

Continued to _____

Ordinance No. _____

Referred to _____

Formal Motion _____

Accepted ☒

Rejected ☐

Item D

Minutes of the regular meeting of the Winslow City Council held in the Council Chambers at the Police Court Complex on December 13, 1988 at 7:00 p.m;

MEMBERS PRESENT

Mayor Elzey
Councilman Schill
Hardy
Simmons
Thompson

MEMBERS ABSENT

Councilwoman Griffith
Councilman Peterson

STAFF

Frank Freeman
Warner Leppin
Robert Chacon
Bart Gomez
Harry Parsi
Bill Barris
Linda Samson

The meeting was called to order by Mayor Elzey. The Pledge of Allegiance was given and the Invocation was offered by Councilman Thompson. Roll call was taken and Councilwoman Griffith and Councilman Peterson were absent. Councilman Schill made a motion to excuse the absent members and Mayor Elzey seconded; motion passed unanimously.

CONSENT CALENDAR

Dave Prine, Winslow Welding informed the Council he had completed the fabrication of a job for the Police Department and would like Council to approve payment of a check so it can be installed tomorrow and a check cut Friday. Otherwise, he would have to wait three weeks to receive payment. The City Administrator informed the Council the work had been approved by the Council and it is almost completed but unfortunately he did not get an invoice to the City in time for the Consent Calendar. If the Council sees fit to approve the payment he could be paid Friday. If not it will be three weeks before the check can be cut. The amount of the check is \$1,337.48. Mayor Elzey made a motion that the City Council approve the Consent Calendar with one amendment of a payment to Dave Prine for \$1,337.48 for work done on the Police Court Complex and Councilman Thompson seconded. Mayor Elzey called for a roll call vote. Councilman Simmons yes. Councilman Schill yes. Councilman Hardy yes. Councilman Thompson yes except for Item 5 with which he had a conflict. Mayor Elzey yes. Motion carried.

APPROVAL OF MINUTES

Councilman Thompson made a motion to approve the minutes of the public hearing and special meeting of November 15, 1988, regular meeting of November 22, 1988 and special meeting of November 29, 1988 and Councilman Hardy seconded; motion passed unanimously.

12/13/88

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- d. AUTHORIZE MAYOR TO SIGN INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NORTH ROAD PROJECT

Councilman Schill made a motion that the City Council authorize the Mayor to sign the intergovernmental agreement with the Arizona Department of Transportation for construction of the North Road Project with the changes mentioned and Winslow will fund \$30,355 of this and funds are available under Account #07-895-241 and Mayor Elzey seconded; motion passed unanimously.

- e. AUTHORIZE THE TRANSFER AND PAYMENT OF NORTH ROAD RECONSTRUCTION PROJECT

Mayor Elzey made a motion that the City Council authorize the transfer of \$2,000 from the Street Division Contingency Account #07-885-072 to Account #07-895-241 and payment of \$30,355.00 be made to Arizona Department of Transportation for a deposit on the North Road Reconstruction Project and Councilman Thompson seconded; motion passed unanimously.

- f. AUTHORIZE TRANSFER AND PAYMENT TO PRE-ENGINEERING FOR ARIZONA DEPARTMENT OF TRANSPORTATION

Councilman Schill made a motion that the City Council authorize the transfer of \$1,000.00 from the Street Division Contingency Account #07-885-072 and that payment be made to Arizona Department of Transportation in the amount of \$1,584.97 from Account #07-889-187 and Mayor Elzey seconded; motion passed unanimously.

- g. AUTHORIZE PURCHASE OF AIRPORT FUEL

Mayor Elzey made a motion that the City Council authorize the Airport Manager to purchase up to \$75,000 worth of aviation fuel as needed and funds are budgeted under Account #02-900-046 and #02-900-047 and Councilman Schill seconded; motion passed unanimously.

- h. APPROVE FINAL PAYMENT FOR WASTEWATER COLLECTION SYSTEM STUDY

Councilman Thompson made a motion that the City Council approve the final payment #5 to Wilson and Company for engineering services in the amount of \$3,135.00 and funds are budgeted in Account #05-930-120 and Councilman Hardy seconded; motion passed unanimously.

- i. APPROVE APPROPRIATION TRANSFER FOR ONE TIME LUMP SUM ANNUAL COST OF LIVING ADJUSTMENT SALARY DISTRIBUTION

Councilman Schill made a motion that the City Council approve the appropriations transfers from the various contingency ac-

12/13/86

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UNSCHEDULED APPEARANCES

None.


ADJOURNMENT

Councilman Schill made a motion that the Council adjourn and Councilman Hardy seconded; motion passed unanimously.



Mayor

ATTEST:



City Clerk